UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF CALIFORNIA

(a) On allowed claims for expenses of administration required by 11 USC \$507. (b) On allowed secured claims, which shall be treated and valued as follows: Pre-confirmation	In re:	n re:	Refugio Guizar Rios Elena Layug Rios	Case No. 09-48725						
1. The future earnings of the debtor(s) are submitted to the supervision and control of the trustee, and the debtor(s) will pay to the Trustee the sum of \$ 755.00 cach month for 60 months. Debtor(s) elect a voluntary wage order. 2. From the payments received, the Trustee will make disbursements in accordance with the Distribution Guidelines as follows: (a) On allowed claims for expenses of administration required by 11 USC \$507. (b) On allowed secured claims, which shall be treated and valued as follows: (a) Ever-confirmation of Post Estimated Procentification of Procentification of Post Estimated Notice No. 10 No		-	Dohton(s)	СНАРТ	ER 13 PLAN -	AMENDE	D			
Trustee the sum of \$\frac{755.00}{\text{Prom the payments received, the Trustee will make disbursements in accordance with the Distribution Guidelines as follows: (a) On allowed claims for expenses of administration required by 11 USC \$507. (b) On allowed secured claims, which shall be treated and valued as follows: \[\begin{array}{c ccccccccccccccccccccccccccccccccccc			• • • • • • • • • • • • • • • • • • • •							
(a) On allowed claims for expenses of administration required by 11 USC \$507. (b) On allowed secured claims, which shall be treated and valued as follows: Solid Non \$506 Name	1.	Tru	stee the sum of \$ 755.00 each month for		vision and contr	ol of the trus	stee, and the de	ebtor(s) will	pay to the	
Value of Claim Adequate confirmation Mortgage Interest Rate	2.	(a)	On allowed claims for expenses of adminis	tration required	l by 11 USC §5 ued as follows:	07.	Distribution G		follows:	
Solidate				Value of					Interest Rate	
secured claims as referenced in § 1325, the claim, to the extent allowed, shall control. If an interest rate is not specified, 5/6% per month (10% per annum) will be paid. A secured creditor shall retain its lien until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section § 1328. (c) On allowed priority unsecured claims in the order prescribed by 11 USC § 507. Priority claims shall be paid in full except to the extent allowed otherwise under 11 U.S.C. § 1322(a)(4). (d) On allowed general unsecured claims the debtor(s) estimate(s) the general unsecured claims will be paid Pro Tanto %. 3. The following executory contracts are rejected. The debtor(s) waive the protections of the automatic stay provided in 11 U.S.C. § 362 to enable the affected creditor to obtain possession and dispose of its collateral without further order of the court. Any allowed unsecured claim for damages resulting from rejection will be paid under paragraph 2(d). NONE- 4. The debtor(s) will pay directly the following fully secured creditors and lessors: Name Monthly Payment M & T Bank 1,500.00 5. The date this case was confirmed will be the effective date of the plan. 6. The debtor(s) elect to have property of the estate revest in the debtor(s) upon plan confirmation. Once the property revests, the debtor(s) may sell or refinance real or personal property without further order of the court, upon approval of the Chapter 13 Trustee. 7. The debtor(s) further propose pursuant to 11 USC § 1322(b): Special Intentions: Bank Of America: Debtor is to surrender property located at 7630 Ney Ave., Oakland, CA, to satisfy in full any claim filed by said creditor. Countrywide Home Lending: Debtor is to surrender property located at 4260 Lancelot Dr., Concord, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor. World Saving		§506				-				
the extent allowed otherwise under 11 U.S.C. § 1322(a)(4). (d) On allowed general unsecured claims the debtor(s) estimate(s) the general unsecured claims will be paid Pro Tanto %. The following executory contracts are rejected. The debtor(s) waive the protections of the automatic stay provided in 11 U.S.C. § 362 to enable the affected creditor to obtain possession and dispose of its collateral without further order of the court. Any allowed unsecured claim for damages resulting from rejection will be paid under paragraph 2(d). NONE- 1. The debtor(s) will pay directly the following fully secured creditors and lessors: Name Monthly Payment M & T Bank 1,500.00 The date this case was confirmed will be the effective date of the plan. The debtor(s) elect to have property of the estate revest in the debtor(s) upon plan confirmation. Once the property revests, the debtor(s) may sell or refinance real or personal property without further order of the court, upon approval of the Chapter 13 Trustee. The debtor(s) further propose pursuant to 11 USC § 1322(b): Special Intentions: Bank Of America: Debtor is to surrender property located at 7630 Ney Ave., Oakland, CA, to satisfy in full any claim filed by said creditor. Countrywide Home Lending: Debtor is to surrender property located at 4260 Lancelot Dr., Concord, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 7630 Ney Ave., Oakland, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor.		secure annum	d claims as referenced in §1325, the claim, to the will be paid. A secured creditor shall retain its	extent allowed,	shall control. If a	ın interest rate	is not specified	l, 5/6% per m	onth (10% per	
3. The following executory contracts are rejected. The debtor(s) waive the protections of the automatic stay provided in 11 U.S.C. § 362 to enable the affected creditor to obtain possession and dispose of its collateral without further order of the court. Any allowed unsecured claim for damages resulting from rejection will be paid under paragraph 2(d). NONE- 4. The debtor(s) will pay directly the following fully secured creditors and lessors: Name Monthly Payment M & T Bank 1,500.00 5. The date this case was confirmed will be the effective date of the plan. 6. The debtor(s) elect to have property of the estate revest in the debtor(s) upon plan confirmation. Once the property revests, the debtor(s) may sell or refinance real or personal property without further order of the court, upon approval of the Chapter 13 Trustee. 7. The debtor(s) further propose pursuant to 11 USC § 1322(b): Special Intentions: Bank Of America: Debtor is to surrender property located at 7630 Ney Ave., Oakland, CA, to satisfy in full any claim filed by said creditor. Countrywide Home Lending: Debtor is to surrender property located at 4260 Lancelot Dr., Concord, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 7630 Ney Ave., Oakland, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor.			the extent allowed otherwise under 11 U.S.	C. § 1322(a)(4)).		•	-	-	
Name M & T Bank The date this case was confirmed will be the effective date of the plan. The debtor(s) elect to have property of the estate revest in the debtor(s) upon plan confirmation. Once the property revests, the debtor(s) may sell or refinance real or personal property without further order of the court, upon approval of the Chapter 13 Trustee. The debtor(s) further propose pursuant to 11 USC § 1322(b): Special Intentions: Bank Of America: Debtor is to surrender property located at 7630 Ney Ave., Oakland, CA, to satisfy in full any claim filed by said creditor. Countrywide Home Lending: Debtor is to surrender property located at 4260 Lancelot Dr., Concord, CA, to satisfy in full any claim filed by said creditor. Countrywide Home Lending: Debtor is to surrender property located at 4260 Lancelot Dr., Concord, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 7630 Ney Ave., Oakland, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor.	3.	The 362 allo	The following executory contracts are rejected. The debtor(s) waive the protections of the automatic stay provided in 11 U.S.C. § 362 to enable the affected creditor to obtain possession and dispose of its collateral without further order of the court. Any allowed unsecured claim for damages resulting from rejection will be paid under paragraph 2(d).							
6. The debtor(s) elect to have property of the estate revest in the debtor(s) upon plan confirmation. Once the property revests, the debtor(s) may sell or refinance real or personal property without further order of the court, upon approval of the Chapter 13 Trustee. 7. The debtor(s) further propose pursuant to 11 USC § 1322(b): Special Intentions: Bank Of America: Debtor is to surrender property located at 7630 Ney Ave., Oakland, CA, to satisfy in full any claim filed by said creditor. Countrywide Home Lending: Debtor is to surrender property located at 4260 Lancelot Dr., Concord, CA, to satisfy in full any claim filed by said creditor. Countrywide Home Lending: Debtor is to surrender property located at 4260 Lancelot Dr., Concord, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 7630 Ney Ave., Oakland, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor.	4.	Na	me Monthly Payment							
debtor(s) may sell or refinance real or personal property without further order of the court, upon approval of the Chapter 13 Trustee. 7. The debtor(s) further propose pursuant to 11 USC § 1322(b): Special Intentions: Bank Of America: Debtor is to surrender property located at 7630 Ney Ave., Oakland, CA, to satisfy in full any claim filed by said creditor. Countrywide Home Lending: Debtor is to surrender property located at 4260 Lancelot Dr., Concord, CA, to satisfy in full any claim filed by said creditor. Countrywide Home Lending: Debtor is to surrender property located at 4260 Lancelot Dr., Concord, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 7630 Ney Ave., Oakland, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor. Bated: January 6, 2010 Refugio Rios Elena Rios	5.	The	date this case was confirmed will be the eff	ective date of the	he plan.					
Special Intentions: Bank Of America: Debtor is to surrender property located at 7630 Ney Ave., Oakland, CA, to satisfy in full any claim filed by said creditor. Countrywide Home Lending: Debtor is to surrender property located at 4260 Lancelot Dr., Concord, CA, to satisfy in full any claim filed by said creditor. Countrywide Home Lending: Debtor is to surrender property located at 4260 Lancelot Dr., Concord, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 7630 Ney Ave., Oakland, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor. World Savings & Loan: Debtor is to surrender property located at 15884 Connolly Ave., San Lorenzo, CA, to satisfy in full any claim filed by said creditor. Dated: January 6, 2010 Refugio Rios Elena Rios	6.	deb	tor(s) may sell or refinance real or personal							
	7.	The	Special Intentions: Bank Of America: Debtor is to surrender filed by said creditor. Countrywide Home Lending: Debtor is to full any claim filed by said creditor. Countrywide Home Lending: Debtor is to full any claim filed by said creditor. World Savings & Loan: Debtor is to surreclaim filed by said creditor. World Savings & Loan: Debtor is to surrefull any claim filed by said creditor. World Savings & Loan: Debtor is to surrefull any claim filed by said creditor.	property local o surrender property ender property ender property	operty located operty located y located at 76 y located at 15	at 4260 Lar at 4260 Lar 30 Ney Ave. 884 Connoll	ncelot Dr., Con ncelot Dr., Con , Oakland, CA ly Ave., San L	ncord, CA, t ncord, CA, t a, to satisfy orenzo, CA,	to satisfy in to satisfy in in full any to satisfy in	
(Debtor) (Debtor)	Г	ated:				Ele				
			1)	Debtor)			(Debtor)			

N.D. Cal., Oakland Division Model Chapter 13 Plan

Rev. 10/17/2005

Software Copyright (c) 1996-2006 Best Case Solutions, Inc. - Evanston, IL - (800) 492-8037

Page 1 of 2

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF CALIFORNIA

In re:	Refugio Guizar Rios Elena Layug Rios	Case No. 09-48725
		CHAPTER 13 PLAN - Continuation Sheet
	Debtor(s).	
I/We Plan is a 1007-1.	a verbatim replica of this N.D. Cal., Oa	al counsel for the above named debtors(s) and hereby certify that the foregoing Chapter 13 akland Division Model Chapter 13 Plan (October 2005), promulgated pursuant to B.L.R.
		Steven Jacobs Attorney for Debtor(s)

N.D. Cal., Oakland Division Model Chapter 13 Plan

Rev. 10/17/2005

Software Copyright (c) 1996-2006 Best Case Solutions, Inc. - Evanston, IL - (800) 492-8037

Best Case Bankruptcy

Page 2 of 2